

**VILLAGE OF BREWSTER**  
**RESIDENTIAL REFUSE, BULK AND RECYCLABLE MATERIAL COLLECTION**

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**PUBLIC NOTICE OF BID**

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**Village of Brewster**  
**Public Notice**  
**Refuse, Bulk, Recyclable Material RFP**  
**Bids due 10AM October 8, 2021**

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Brewster invites sealed bids for the furnishing of all equipment and labor necessary for the performance of a contract to be let by the Village of Brewster for the removal of swill, garbage, rubbish, recyclables, and ashes from the Village of Brewster, Putnam County, New York for a period from January 1, 2022 through December 31, 2024. All such sealed bids must be received by the Village Clerk of the Village of Brewster at 50 Main Street, Brewster, New York on or before October 8, 2021, at 10:00 o'clock in the morning of that day. At 10:00 o'clock in the morning of that day at said place, all sealed price proposals received will be opened and publicly read aloud by the Village Clerk.

Plans, specifications, and forms of the proposals for the removal of swill, garbage, rubbish, recyclables and ashes from the Village of Brewster will be available for examination and procurement in the office of the Village Clerk, located at 50 Main Street, Brewster, New York between the hours of 9:00 A.M. and 1:30 P.M. August 19, 2021 to September 30, 2021

All bids shall be made and shall be received upon the following conditions.

1. Bids must be submitted in a sealed envelope clearly marked on the outside thereof: "Refuse, Bulk, Recyclables Contract Proposal."
2. Each bid must be accompanied by a certified check or Bid Bond in the amount of five percent (5%) of the total bid for three (3) years and of the cost of such contract payable to the order of Michelle Chiudina, Village Treasurer of the Village of Brewster, conditioned that if the bid is accepted, the bidder will enter into a contract for the same and will execute the following security for faithful performance of the contract within twenty (20) days from the acceptance: The successful bidder will be required to furnish a bond in the amount of the contract satisfactory to the Village of Brewster, or in Lieu thereof to agree to waive receipt of payment during the first six (6) months of the contract.
3. The contract shall be awarded to the lowest responsible bidder whose bid and certified check or bid bond shall have been filed in conformity with this notice, provided that the Board of Trustees reserves the right to reject all bids if in the judgment of said Board, it shall be in the best interests of the Village to do so.
4. Upon acceptance of the bid, if the successful bidder fails to enter into a contract pursuant to the requirements of said Board of Trustees or fails to give further security prescribed in this notice from the time limited herein, then the check deposited as aforesaid, or bid bond shall be forfeited to the Village as liquidated damage and not as a penalty.
5. Upon entering into the contract with the successful bidder and receipt of all security and documents prescribed in accordance with this notice and specifications, the Village shall return to the successful bidder its deposit.

Dated: August 18, 2021 Brewster, New York  
By Order of the Board of Trustees, Village of Brewster  
Michelle Chiudina, Village Clerk  
Village of Brewster  
50 Main Street  
Brewster, New York 10509

Village of  
Brewster  
50 Main Street  
Brewster, NY10509

August 18, 2021

Mayor James J. Schoenig  
Deputy Mayor Christine Piccini  
Trustees:  
Tom Boissonnault  
Mary Bryde  
George Gaspar

Refuse, Bulk  
and  
Recyclables  
Request for  
Proposals

*Due*  
*October 8, 2021*  
*10:00 AM*

## PREAMBLE

The following are the specifications for the collection and removal of all swill, garbage, rubbish, recyclables, and ashes from all Residential Units (as hereinafter defined) within the limits of the Village of Brewster, in the County of Putnam, New York, for a period from January 1, 2022 to December 31, 2024 (with optional two (2) one (1) year extensions) and are furnished to prospective bidders for the contract for such collection upon its being awarded to the successful bidder.

## BIDS

Each bidder will be required to present to the Village Board of the Village of Brewster one (1) complete bid with all optional pricing included, in accordance with the terms and conditions hereinafter set forth.

Bids must be submitted in a sealed envelope clearly marked on the outside thereof: "Refuse, Bulk, Recyclable Material Contract Proposal."

A "Non-Collusive Bidding Certification" must be included with your proposal exactly as written.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly, to any other bidder or to any other competitor; and
3. No attempt had been made or will be made by the Bidder to induce any other person partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
4. The person signing this bid or proposal, under the penalties of perjury affirms the truth thereof.

\_\_\_\_\_  
(Signature of Bidder, if individual)

\_\_\_\_\_  
(Name of Corporation)

BY: \_\_\_\_\_  
(Signature and Title of Officer)

Dated: \_\_\_\_\_

(Corporate Seal)

IMPORTANT: This form must be filled in and returned by Bidder.

## SPECIFICATION

### ARTICLE I - DEFINITIONS AND SERVICE AREAS

#### DEFINITIONS:

Approved refuse containers - shall mean and include any; light gauge steel, plastic, or galvanized receptacle closed at one end and open at the other furnished with a hinged top or lid with two (2) handles and of not more than fifty (50) gallon capacity and not weighing more than sixty (60) pounds when full.

Approved recyclable material containers – shall mean such containers as may be required by Village Code. Recyclables must be placed in approved recycling containers as may be required by the Village Code, in accordance with dual stream specifications.

Residential customers will place glass, metal containers, and plastic containers coded 1 through 6 in one recycling container that is clearly labeled and paper and cardboard products in a separate labeled recycling container. These materials may not be placed in plastic bags and must be loose in the container.

Only the following items must be placed in one container:

- **Glass:** clear, green and amber colored jars and bottles used to store food and beverages
- **Metal containers:** for food and beverages
- **Plastic containers:** with recycling codes 1 through 6

Only the following items must be placed in one container:

- Newspapers and glossy inserts
- Paper products
- Office paper (copy, fax)
- Junk mail (catalogs, brochures, envelopes)
- Cardboard shipping boxes
- Other cardboard boxes (tissue, cereal & pasta)

Bulk - bulk refuse shall be defined and characterized as that refuse not normally and usually generated by residents/inhabitants on a daily basis. These items include, but are not limited to, furniture, furnishings, appliances, cabinetry, plumbing, and fixtures, etc. Bulk refuse shall not include those appliances or equipment that contain Freon, HVAC condensate or any other hazardous materials (HAZMAT) as those materials are defined by federal or state statute, or local code. Such devices shall be picked up during semi-annual bulk pickup only when appliances have Freon/refrigerant removed at resident's expense, and are tagged for verification.

Prohibited BULK:

The following guidelines are provided to residential customers regarding Bulk Pickup:

#### RESIDENTIAL BULK PICK-UP RESTRICTIONS

1. DO NOT put out prior to the Saturday immediately prior to Bulk pick-up date.
2. DO NOT put out any appliance containing FREON (i.e. refrigerators, freezers, air conditioners, etc.). Freon must be removed by an authorized Freon Recovery Dealer and a sticker from the dealer must be attached to the appliance or it WILL NOT be picked up.

3. DO NOT put out any propane tanks including those from barbeque grills. They WILL NOT be picked up.
4. DO NOT put out any air tanks including those from scuba gear or with helium. They WILL NOT be picked up.
5. Water base paint cans must be open and dried up (full cans WILL NOT be picked up). Oil base paint and cans WILL NOT be picked up. You can contact \*Putnam County Recycling to determine date to dispose of these.
6. DO NOT put out flammable liquids or hazardous materials (i.e. car batteries, gasoline, oil, etc.). You can contact \*Putnam County Recycling to determine date to dispose of these.
7. DO NOT put out gas powered equipment (i.e. lawn mowers, weed whackers, tractors, etc.) without removing gas, or they WILL NOT be picked up.
8. DO NOT put out more than two major appliances of the same type for pick-up. (i.e. two refrigerators, two stoves, two sinks, two water heaters, etc.). Refrigerators/ freezers must have doors removed.
9. DO NOT put out any major construction materials (i.e. insulation, sheetrock, beams, plaster board, cement, cement blocks, wood pallets-no more than two, etc.).
10. DO NOT put out any tires.
11. DO NOT put out any brush, leaves or logs. If mixed in with bulk, your bulk WILL NOT be picked up.
12. DO NOT put out mattresses and/or box springs with your bulk, mattresses and/or box springs WILL NOT be picked up.

All bulk will be placed curbside by 12:01 AM on the scheduled pickup day.

Construction and demolition waste - lumber, concrete, pipe, roofing, brick, masonry and any other materials from buildings and other structures.

Contractor - the Party of the second part and each and every person or corporation as well as every officer, agent, employee thereof who shall execute under the Contract any portion of the work herein specified and provided, whether for supply of materials or for execution of the work.

Curb - an area containing no obstruction within four (4) feet constituting the side or edging of the Street (Public or Private) in front of the respective residences, but not the paved portion thereof

Dual Stream – the placement of two containers for recycling pick up; one for plastic, metal and glass and a separate container for paper and cardboard.

Dumpster service - collection of wastes from multi-family buildings in centralized steel containers of two to six cubic yard capacities. Dumpsters may be of the front-load or rear-load type.

Garbage - shall mean and include all waste and accumulation of animal, fruit or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storing of meats, fish, fowl, fruit, vegetable matter or any matter whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which may serve as breeding or feeding material for flies and/or other germ-carrying insects.

Hazardous materials - wastes that are hazardous by reason of their pathological, flammable, explosive, radiological or toxic characteristics. These wastes are defined more particularly by

6NYCRR Part 371. This term also includes regulated medical waste as defined in 9 Title 15 Article 27 of the Environmental Conservation Law.

Recyclable materials - shall mean all refuse items as may be deemed and designated by Village of Brewster to have a value in the recycling market. In general, recyclable materials in the Village of Brewster will be dual stream: In one container: Plastic, Metal, Styrofoam and Glass Recyclables; in a separate container: Paper and Cardboard Products.

Residential customers will place glass, metal containers, and plastic containers coded 1 through 6 in one container and must have a separate container for paper products and cardboard products.

Notwithstanding anything to the contrary in this document, the Contractor shall comply with all other Federal, State, County and local laws as such may apply to recyclable materials.

Refuse - all putrescible and non-putrescible refuse wastes, except body waste, including any waste referred to as garbage, rubbish, trash, and ash.

Residential Units - shall mean a dwelling unit used for residential purposes. Each dwelling unit in a two-family house and a multi-family building shall be considered a separate Residential Unit for the purposes of this contract. The number of residential units, currently 908, is included in the service area description.

## Service Area

Collections are to be made from all Residential Units within the Village of Brewster, regardless if any such Residential Unit is situated on a public street, road, alley, drive, court or highway or not; of which there are approximately 908 units at 422 service addresses specifically as follows.

	Services Address Instances	Number of Units	Number of Residential Units at these addresses
	224	1	224
	126	2	252
	30	3	90
	14	4	56
	5	5	25
	12	6	72
	2	7	14
	2	8	16
	1	11	11
	1	17	17
	1	23	23
	1	25	25
	1	27	27
	2	28	56
<b>Total</b>	<b>422</b>		<b>908</b>

These numbers are accurate as of **March 1, 2021** – additional residential units are in the planning process as well as the occasional conversion from multifamily dwelling to a lesser number of residential units and as these changes occur refuse service will need to be adjusted for the varying dwellings, therefore a per residential unit price shall be submitted for additions or deletions to this contract.

Current Tonnage varies by month and year. In 2017 the average per month was 117 tons of municipal waste and an average of 29 tons of recyclables per month. 2018 the average per month was 122 tons of municipal waste and an average of 30 tons of recyclables per month. In 2019 the average per month was 121 tons of municipal waste and an average of 30 tons of recyclables per month. A single bulk pickup averages **63** tons. These figures are provided by our current trash contractor.

Special materials - these are bulky materials including white goods or other special wastes that are not stored in approved containers and cannot be picked up by normally used collection vehicles.

Trash - Trash includes combustibles such as paper, wood, etc. and non-combustibles such as metal, glass, etc. Trash also includes all materials normally discarded by a household.

Unit charge/price - The cost assessed to a Residential Unit for twice per week curbside collection of refuse and once per week collection of recyclable materials, twice per year bulk pickup, once per year Christmas Tree pickup, or other prescribed frequencies.

Village - The Village of Brewster or the responsible officials thereof.

Work - all or any of the matters covered by the Contract Documents.

ARTICLE II — SPECIFICATION OF WORK TO BE PERFORMED

1. Basic Service:

All Residential Units within the service area (approximately ½ square mile) shall be provided regular Refuse collection service at least two (2) times per week, separated in time by at least forty-eight (48) hours, at curbside or dumpster location under this Contract.

All Residential Units within the service area shall be provided regular Recyclable Material collection service at least one (1) time per week, at curbside or at dumpster location under this Contract. Recyclables shall be kept separate from trash/refuse collection and transport. All units receiving Special Services shall receive regular recyclable material collection at least one (1) time per week at the same location as their regular refuse collection.

2. Apartment and Condominium Service:

All dwelling units in apartments and condominiums must be provided with the basic Service. The Contractor will provide Dumpster service for locations with seven (7) or more residential units consistent with applicable site plans.

3. Additional Services:

In addition to the basic residential service, Contractor shall do and perform the following:

- a. Perform an annual Christmas tree pickup for each Residential Unit during the month of January on or before the second Tuesday.
- b. Perform for each Residential Unit two (2) bulk pickups per year scheduled on a Monday in the Spring, the second set on a Monday in the Fall; dates will be established before the end of the previous year. These bulk pickups shall be on a day other than the regular refuse collection day. These pickups are intended to provide for disposal of bulky household items and miscellaneous items not suitable for pickup within the normal basic service. Bulk pickup consists only of those items which are unrestricted acceptable items not of industrial or commercial origin and that are not hazardous as herein defined.
- c. Provide twice per week collection of all municipally owned roadside trash barrels at locations designated by the Village. Currently there are 2, 2-yard dumpsters, at 208 Main Street and 1, 2-yard dumpster that is brought over from Wells Park.
- d. The Contractor is to submit with his supplementary bid information a detailed plan describing a proposed method to accomplish the additional services listed above.

4. Basic Service Standards:

a. Quantity:

The Contractor shall pick up all refuse and recyclable material placed in approved refuse and/or recyclable material containers located at curbside (or at driveway/back door/garage if resident subscribes to such service in writing).

b. Hours:

Collection shall be made in all areas of the Village of Brewster no earlier than 7:00AM and no later than 12:01PM with no service on Sunday except in time of emergency or to maintain schedules due to holidays.

c. Spillage and Litter:

The Contractor shall not litter premises in the process of making collections, but shall not be required to collect any waste material that has not been placed in an approved container or in a manner consistent with the Village of Brewster Code. During hauling, all refuse shall be contained, tied or closed so that leaking, spilling or blowing is prevented. Every vehicle used by the Contractor for removal or transportation of garbage, rubbish or refuse shall carry at least one (1) shovel and one (1) broom, and any other equipment which may be necessary for keeping the vehicle clean and for cleaning the area in which such debris is collected.

In the event of spillage by the Contractor, the Contractor shall promptly clean up the litter. The Contractor is not required to clean up refuse spilled prior to collection. The Contractor should refer chronic problems with spilled refuse to the Village Clerk and Code Enforcement Officer in writing with photographs.

d. Collection Location:

Refuse and recyclable materials shall be placed by residents at a location prior to scheduled pickup that is readily accessible to the Contractor's personnel. Refuse for each Residential Unit must be in approved containers, which shall be placed at a single collection point. Trash must be in approved containers or tied in bundles and placed at single collection point within five (5) feet of the curb.

e. There shall be an advertised or routine standard holiday makeup service to insure the required amount of pickups per week. Any changes to the schedule must be provided no later than 30 days in advance to the Village Clerk for approval by the Village of Brewster Board of Trustees.

f. The Contractor shall place all refuse containers back onto the owner's property in orderly fashion with lids on or container upside down. The contractor will be held responsible for damaged containers deemed to be the fault of careless contractor workers. This would include container lids or bins in the street hit by cars. The Contractor shall not be required to, but may, pick up refuse on legal holidays.

g. Employees of the Contractor shall not be required to put themselves in danger of being bitten by vicious dogs in order to perform their duties hereunder. In the event of an incident the Contractor shall provide the address in writing of said vicious dog incident

h. Under no circumstances will the Contractor be obligated to supply refuse containers for Residential Units excluding dumpsters required to be provided for those properties with seven (7) or more residential units.

- i. The Contractor shall make collections of refuse and recyclable material with as little disturbance as possible. Refuse cans shall be thoroughly emptied and left at the premises where they are found. Refuse may be transferred from refuse cans to tubs, hampers or other receptacles in carrying refuse to collection trucks or other refuse removal equipment.
- j. The work of the Contractor shall be done in a prompt, proper, and workmanlike manner, satisfactory to the Village and subject to all laws of the Village or rules and regulations of other authorities applicable thereto, including but not limited to the laws of the County of Putnam and State of New York.
- k. If due to unsuitable weather or any other unforeseeable obstacle, the Contractor fails to finish the collection on the scheduled days, the Contractor will proceed to the next day's route and in addition to that must complete what was left over from the preceding day. In other words, under no condition must a route be more than twenty-four (24) hours overdue from the schedule, provided that the roads are passable. If roads are impassable, as determined by the Mayor of the Village or their designated representative, the routes will be completed as soon as possible after road clearing.

If the Contractor finds impassable road conditions, the Village's DPW Superintendent shall immediately be notified by the Contractor. If the Village clears the road within two (2) hours of notification, then the Contractor shall complete collections on the same day.

- 5. Special Services – Special Locations, special materials, extraordinary materials, or the pick-up of anything other than residential trash or recyclables; arrangements are the responsibility of the contractor and property owner and shall not be charged to the village account.
  - a. Special Locations: arrangements for pick-up in areas such as in garage, in driveway, back/rear door, etc. are the responsibility of the contractor and property owner and shall not be charged to the village account.
  - b. Special Materials: The Contractor shall provide collection service for materials not routinely generated in residential areas. Said materials (e.g., construction debris, and oversize items) shall be stored and placed in a manner approved by the Village and the Contractor. Payment for such service to be negotiated between the Contractor and resident and paid directly by resident to the Contractor. Disposal for such special materials shall be the responsibility of the Contractor and property owner and shall not be charged against the Village's account at disposal facility.
  - c. Extraordinary Materials: Hazardous materials, body waste, dead animals, abandoned vehicles, vehicle parts, large equipment and parts thereto will not be collected by the Contractor unless specifically requested by the resident and agreed to by the Contractor. Payment will be made by the resident direct to the Contractor for such hauling. Disposal of such extraordinary materials shall be the responsibility of the Contractor and property owner and shall not be charged against Village's account at disposal facility. The Contractor assumes full responsibility for complying with all Federal, State, County and Village laws, rules and regulations in the handling, transportation and disposal of extraordinary materials, and will indemnify and hold harmless the Village for any liabilities associated therewith irrespective of the fact that the Contractor may deem any claim, liability, suit, proceeding or action alleging liability to be frivolous or without merit.

6. Collection Equipment:

- a. The Contractor shall have on hand at all times in good working order such equipment as shall permit the Contractor, adequately and efficiently, to perform his duties hereunder.
- b. Refuse collection equipment shall be enclosed load packer type smaller satellite vehicles and shall be kept in good repair and appearance in a sanitary, clean condition at all times. Such satellite vehicles may or may not be open top containers mounted on a truck chassis or fully enclosed dependent on the size necessary to complete service routes through the entire Village. Nor shall such vehicles be of a size and dimension as to cause harm or injury to any real property, personal property or overhead obstructions such as tree limbs, wires, etc., either in motion or operation. The Contractor shall have ownership at all times (including at the time of the award of this contract), of sufficient reserve equipment (as defined by an authorized agent of the Village), which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment used by the Contractor to perform his duties hereunder. The Contractor shall show proof to the Village of ownership of such reserve equipment.
- c. The Contractor may employ appropriate alternate enclosed equipment for recyclable material collection. Compacting trucks may NOT be employed for recyclable material collection.
- d. Every vehicle used by the Contractor in the performance of these Specifications shall be equipped with appropriate lighting and noise devices, which are activated when the vehicles are in reverse gear.
- e. All equipment shall be kept at all times in a sanitary condition and the judgment of the Village or its agents shall be binding in this regard. Whatever vehicles are used under the Contract, the same must be kept covered at all times except when receiving and dumping refuse or recyclable materials.
- f. All equipment and vehicles shall conform to all State and Federal emission standards.
- g. The Contractor shall supply the vehicle identification numbers of all refuse collection equipment (including reserve equipment) to the Village, along with proof of registration and insurance of each vehicle.
- h. EXCEPTIONS – Any and all exceptions to the specification shall be clearly identified and a dollar amount attached to meet full compliance. The Village will evaluate the cost of the proposed service against the need for specified service and make a decision accordingly. If the exception is non-negotiable it may render your bid non-compliant and could be eliminated from further evaluation.

7. Office:

The Contractor shall maintain a local phone number, or a toll free phone number, with at least three (3) telephone lines. A responsible person shall be available to answer the phones and handle customer requests and complaints during collection hours, and shall be open during normal business hours 8:30 A.M. to 5:00 P.M., Monday through Friday. A telephone answering service or answering machine capable of recording customer requests, complaints and questions shall be operative twenty-four (24) hours per day, seven (7) days per week. The Contractor shall provide a telephone means and electronic mail address means to correct a reported missed pickup each weekday until 4:30 P.M.

8. Disposal:

All acceptable solid wastes and bulky wastes collected pursuant to this Contract shall be disposed at a duly authorized facility to receive such wastes. The Contractor shall submit to the Village satisfactory evidence that the Contractor as entered into a disposal contract with firms that other municipalities are currently using. The Contractor shall provide to the Village monthly, substantiated receipts for refuse and recyclable tonnage deposited during the preceding month or more frequently as necessary.

9. Payment:

Contractor shall submit monthly bills to the Village and payment will be made within a reasonable time after an opportunity to audit same; providing that the Contractor shall not be in default in the performance of the Contract for the month for which the claim is made. Each monthly bill shall equal one-thirty-sixth (1/36) of the total cost of the Contract exclusive of extras as may be provided for herein, or as may be mutually agreed upon between the Village and the Contractor.

10. Notification of Customers:

The Contractor will notify all customers and the Village about complaint procedures, rates for special services (in garage, in driveway, back/rear door, special materials, extraordinary materials pick-up), regulations, and days of collection. Such notice is to be provided at least sixty (60) days prior to the beginning of service under this Contract and annually thereafter.

11. Contractor's Personnel:

- a. The Contractor shall assign, and maintain at all times, a qualified person or persons to be in charge of his operations in the Village and shall give the name or names to the Village Clerk; information regarding experience shall also be furnished.
- b. Each employee shall, at all times, carry a valid New York State driver's license for the type of vehicle being driven and be legally authorized to work in the United States. The Contractor's employee must produce proof of identification if requested by a Village official including Police Officers and Code Enforcement Officers.
- c. The Village may request the removal from work under this Contract of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- d. The Contractor shall provide operating and safety training for all personnel.

- e. Wages of all employees of the Contractor shall equal or exceed the prevailing wage rates as published by New York State Department of Labor for Putnam County herein attached by reference  
<http://wpp.labor.state.ny.us/wpp/doSearchWageSchedulePublic.do?method=doIt&scheduleTypeId=General+Construction&countyId=91&category=&wageText=>
  - f. No person shall be denied employment by the Contractor for reasons of race, color, religion, gender or national origin.
12. Upon failure of the Contractor to remove any item that this Contract specifies or upon his failure to return for pickup of any spillage or failure to fulfill any other requirement of this Contract, the Contractor shall be given twenty-four (24) hours' notice to correct the situation, and if it is not corrected within twenty-four (24) hours, the Contractor will be charged an amount not to exceed one hundred fifty dollars (\$150.00) per breach in any one (1) day, as liquidated damages since it is impossible for the parties to accurately determine the amount of actual damages which will be incurred. Such cost shall be deducted from any money due or which may become due to the Contractor. Unresolved disputes between the Contractor and the Village residents shall be decided by an official appointed by the Village. The Contractor must have a listed telephone connection and electronic mail address in his office as described in paragraph 8 of this ARTICLE. All calls relating to the services herein required to be performed shall be kept in a written log by the Contractor. The Contractor shall certify the accuracy of each daily log and furnish same notarized copy to the Village on a bi-weekly basis. The log shall include service addresses, phone numbers and contact names pertaining to the calls.
13. Notwithstanding the provisions of Paragraph 14, above, if at any time the Contractor fails to perform the work in complete accordance with the Specifications, or if he performs the work in an unsatisfactory manner, or if he abandons the work, the Village Board shall have the right and power by resolution to terminate the Contract at once by mailing a certified copy of said resolution by registered mail to the principal place of business of the Contractor within forty-eight (48) hours of the passage of such resolution.
14. There shall be no assignment or subcontracting of the Contract nor of any Part thereof, nor of any interest therein, unless consented to in writing by the Village.
15. Enforcement of Recycling Laws:
- Neither glass, metal and plastic nor cardboard and paper shall be intermingled with household garbage or trash and must be separated out and placed in approved recyclable containers per dual stream requirements. The Contractor agrees to use its best efforts in assisting the Village in enforcing recycling laws as they presently exist or as they may be amended from time to time. The Contractor further agrees, inter alia, that it will abide by Village regulations and laws which require or may require the Contractor to reject for pickup household garbage and trash in which recyclable material have been intermingled and affix notices provided by the Village to such rejected household garbage and trash, or to reject improper recyclable materials not in compliance with Village Code and affix notice provided by the Village to such rejected recyclable material.

16. Defense and Indemnifications:

The Contractor shall indemnify, defend and hold the Village, its employees, officers and the Board of Trustees harmless from any claims, suits, proceedings, actions, penalties, settlements, judgments, charges or other expenses or liabilities of every kind and character, whether just or unjust, arising out of resulting from or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof and/or work done in performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or any actual or alleged violation of any statute, ordinance, administrative order, law, rule or regulation, whether such be the result of the alleged active or passive negligence or culpable conduct of the Village or the Contractor, its or their officers, agents, servants or employees or any other person. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend and indemnify any such claims, etc., at its sole cost and expense and agrees to bear all other costs and expenses related thereto. The Village reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the Contractor at his expense. It is intended that this paragraph be interpreted in the broadest manner possible so as to insulate the Village from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor to the Village, pursuant to this Contract.

17. The Contractor shall supply to the Village one (1) four yard dumpster or two (2) two-yard dumpsters to be stationed at the Village DPW & Satellite Office, 208 East Main Street, in said Village and provide refuse pickup for the dumpster(s) at 208 East Main Street.
18. The Contractor shall supply to the Village one (1) two yard dumpster to be stationed at Wells Park, 98 Oak Street, in said Village and provide refuse pickup for the dumpster and or municipally owned cans in Wells Park or at 208 Main Street.

ARTICLE IV - COMPENSATION

1. The Contractor shall bill the Village for service rendered within ten (10) days following the end of the service month and if the invoice is received in a timely fashion the Village shall pay the Contractor within 30 days of receipt of invoice.
2. Compensation for the Special Services requested by the resident and provided by the Contractor shall be paid by the resident direct to the Contractor. Billing and payment for in-garage, rear-door, or in-driveway pickup will be quarterly and in advance. Refunds will not be required when these additional services are permanently or temporarily terminated at request of the resident.
3. Discontinued Service:

The Contractor shall discontinue collection service at any location only as set forth in a written notice sent to him by the Village and for no other reason. Upon further notification by the Village, the Contractor shall resume collection on the next regularly scheduled collection day.

4. Exclusive Right:

The Contractor shall be the only person allowed to provide residential refuse collection services within the boundaries of the Village prescribed by the limitations of this Contract. This exclusive right pertains only to the properties with the special assessment area as provided herein.

ARTICLE V - RESPONSIBILITY

Bidders should be skilled and experienced and shall be required to furnish evidence of financial ability to carry out the terms of the Contract and will be required to show evidence of sufficient equipment to do the work called for and may be required to show evidence that such equipment shall be available to do work called for. The Questionnaire attached to this bid document must be completed in full and will be used to evaluate the bidder's experience, resources, and other applicable factors as detailed. The bidder is encouraged to provide additional supporting evidence of reliability and performance.

Each bid must be accompanied by a certified check or Bid Bond in the amount of five (5%) percent of the total bid for three (3) years. Said check shall be made payable to the Village. Such certified check will be considered as a guarantee that the bidder will enter into the proposed contract if it is awarded to him and will be forfeited by him if he fails to execute the same within twenty (20) days after being notified that he has been awarded the contract. All checks will be returned after the contract has been entered into.

Prospective bidders are required to examine the site of the proposed work to satisfy themselves fully regarding location, character or other conditions and difficulties which are likely to be encountered in the execution of the work, and the contractor will make no claim by reason of misunderstanding the location, character or other condition relating to the work or the area covered or on account of, or by reason of, increased work due to the erection of new residential dwellings units or new families moving into the Village. At the present time there are approximately 908 residential units in the Village.

The Village reserves the right to reject or accept any proposal, when deemed to be in the best interest of the Village.

ARTICLE VI- BOND PERFORMANCE

The successful bidder will be required to furnish a performance bond, as well as payment/labor & materials bond either in form of cash bond or surety bond. Any surety bond shall issued by a surety satisfactory to the Village and shall be in an amount equal to the full contract price (three years value) Said bonds shall be duly acknowledged by both the principal and the surety and shall be accompanied by a statement of assets and liabilities for most recent fiscal year end and a Certificate of Solvency issued pursuant to Section 1111 of the New York Insurance Law for the surety.

The Contractor shall submit to the Village satisfactory evidence that all employees are authorized to work in the United States and are insured in accordance with the requirements of the New York State Workers' Compensation Law, and also that all trucks and mobile equipment are insured at all times during the term of the contract by a liability policy in the amounts set forth in Article IX herein, as to indemnify and hold the Village harmless from any and all claims,

damages and charges of every name and nature arising out of this work. Said policy shall provide a rider naming the Village as an additional insured.

#### ARTICLE VII- EXECUTION OF CONTRACT

Within twenty (20) days after notification of award, the successful bidder shall be required to execute and deliver to the Village a contract in form and content as provided by the Village fully setting forth the requirements of these specifications as the same pertains to the work to be performed. In case of his failure or refusal to do so, the amount deposited by the Contractor shall be forfeited and the Village may award the contract to another bidder or advertise for new bids.

#### ARTICLE VIII - FAILURE TO PERFORM

If the Contractor shall fail to perform the Contract at any time during its life, the Village may employ others to perform that work at the expense of the Contractor or may terminate the Contract upon giving the Contractor notice in writing of its intention to do so, seeking all legal redress, including, but not limited to liquidated damages hereunder.

#### ARTICLE IX - INSURANCE

The Contractor shall procure and maintain, at his expense, policies of insurance issued by a company or companies satisfactory to the Village, as follows:

1. Contractor's Public Liability: Limits:

\$1,000,000 per person Bodily Injury Liability  
\$1,000,000 per occurrence Property Damage  
Liability \$3,000,000 Annual Aggregate

And the following coverage:

- Products and Completed Operations
- Independent Contractors
- Explosion, collapse and underground losses (x, c, v)
- Broad Form Property Damage Liability (including completed operations)

2. Personal Injury, including hazards a, b, a2. Contractors Contingency Liability Insurance whenever any work is sublet by the Contractor to Independent Contractors. Limits:

\$1,000,000 per occurrence Bodily Injury Liability  
\$1,000,000 per occurrence Property Damage Liability Automobile Injury Liability  
\$1,000,000 for any one person Bodily Injury Liability  
\$1,000,000 for any accident Property Damage Liability  
\$3,000,000 Annual Aggregate

3. Workers' Compensation Insurance naming the Village of Brewster as additional insured.

Before beginning work covered by the specifications in this contract, the Contractor shall submit to the Village satisfactory evidence that the policies of insurance described in this article have been procured. The Village shall be named as an additional insured on all of the aforesaid

insurance policies and such policies shall require that the Village be notified not less than thirty (30) days prior to modification, cancellation, termination or non-renewal of any policy of insurance. Insurance policies must be underwritten by insurance carriers that have an A- credit rating or better as rated by the A.M. Best Company.

#### ARTICLE X — OPTION TO EXTEND

The Village, in its sole and exclusive discretion, shall have the option of extending successful Contractor's contract for services hereunder for two additional one (1) year periods commencing on January 1, 2025 through December 31, 2025, with an additional option of a second one (1) year period commencing on January 1, 2026 through December 31, 2026.

Should any Contractor exercise its rights under this Article (the right to submit a bid for the performance of services for the period commencing January 1, 2025 and continuing through December 31, 2025 with an additional option of a second one (1) year period commencing on January 1, 2026 through December 31, 2026, and should such Contractor be awarded the contract for the performance of services herein prescribed for the period commencing January 1, 2022 and continuing through December 31, 2024, such shall not constitute acceptance on the part of the Village of the bid price for the period commencing January 1, 2025 and continuing through December 31, 2025, nor the additional period commencing January 1, 2026 and continuing through December 31, 2026. Such option to accept the Contractor's bid for each additional one (1) year period, shall be at sole option of the Village and shall be made at least sixty (60) days prior to the expiration of the contract for services covering any of the specified contract periods and or contract extensions.

No bid pursuant to Article V herein shall be required with respect to this Article, but will be weighed favorably when determining the award.

# QUESTIONNAIRE FOR BIDDERS

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*NOTICE TO BIDDERS - DO NOT REMOVE THIS QUESTIONNAIRE FROM THE SPECIFICATIONS. IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL PAGES TO YOUR PROPOSAL.*

## MUST BE COMPLETED BY ALL BIDDERS

1. Name of Business:
  - a) Business address:
  - b) Tax Identification Number
  - c) DUNS Number
  - d) Putnam County License Number
  - e) Post Office address:
  - f) Telephone number:
  - g) Fax number:
  - h) Ownership of Business:
    - (1) Individual - Name and Address
    - (2) Partnership or Joint Venture - Name and Address of all partners or joint venture members and disclosure of ownership interests in other waste management industry firms.
    - (3) Corporation - Name and Address and Title of all officers, directors and stockholders owning directly or indirectly 10% or more of the stock.
    - (4) Date business began
    - (5) If individual or partnership, date and place of filing certificate
    - (6) If a corporation, date and state of incorporation
    - (7) Addresses of business or predecessor companies for past five years.
    - (8) Other names of business during last five years
    - (9) Have any of the entities disclosed in this questionnaire

filed for bankruptcy?

(10) Been sued for non-performance of a contract?

i) What is the approximate size (SQUARE FOOTAGE) of business premises for each of the following?

(1) Office:

(2) Garage:

(3) Yard:

(4) Other buildings:

j) Are premises leased or owned?

k) How long in possession?

l) If leased, when does lease expire?

m) Name and address of landlord:

2. How many full time employees does the business regularly employ?

a) Office personnel -

b) Drivers -

c) Driver Helpers -

d) Mechanics -

e) Other (Please Describe) -

f) How many part-time employees indicating weekly hours?

(1) Office personnel -

(2) Drivers -

(3) Driver Helpers -

(4) Mechanics -

3. List five municipal references giving name, title (if applicable), address and phone number (prefer similar hilly urban areas with mixed housing):

4. List three customer non-municipal references name, title (if applicable), address and phone number

5. For all equipment presently owned list the equipment to be utilized in performance of the agreement:

Manufacturer    Year    Body Type    Capacity    Inspection    Vin#

6. List same for any equipment on order and expected date of delivery:  
Designate equipment to be utilized in performance of the agreement:

Manufacturer    Year    Body Type    Capacity    Delivery Date

7. How many tons of residential garbage/refuse did you haul and dispose of on average in the last three years?
8. How many tons of recyclable material did you process on average in the last three years?
9. Where does your garbage go? Please identify specific transfer stations, landfills, incinerators, recycling facilities, etc.
10. Have you ever been fined for non-compliance with health or garbage disposal laws? If so, please explain.
11. Please describe the method employed in your weekly recyclable materials pickup?
12. How/where is your refuse and recycling handled? A third party?
13. How many trucks would be required?
14. Specify the Union representing the workers employed by the Contractor.
15. Do you own, lease, or have a contractual agreement with an operational transfer station? If so, explain the nature of the relationship. State the name and address of the transfer station.
16. Please provide a list of municipal contracts with their expiration dates.
17. Please provide a list of municipal contracts with bids currently submitted or in the process of being submitted and address work management should all outstanding bids including this one be awarded to contractor.

# BID SHEET

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*Enclose in a separate sealed envelope and entitle*

*Bidder Name*

*“Bid Sheet, Village of Brewster Refuse, Recyclables, Bulk Pickup (twice per year), Christmas Tree Pickup (once per year Bid –\_\_\_\_\_”*

Contract period: January 1, 2022 through December 31, 2024  
Per residential unit price in accordance with these specifications

\_\_\_\_\_

## **At the option of Village:**

Contract period: January 1, 2025 through December 31, 2025  
Per residential unit price in accordance with these specifications

\_\_\_\_\_

Contract period: January 1, 2026 through December 31, 2026  
Per residential unit price in accordance with these specifications

\_\_\_\_\_